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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

September 27, 2018

OCT03'18 09.28 DAS

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-I:80, I (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a **SOLE SOURCE** contract with Royal Electric Company, Inc. (VC #154900), Woodsville, NH in the amount of \$177,776 to complete the Fiber Optic Backbone Installation for Tram Valley Station, Park Headquarters, Notchview Lodge, Peabody Lodge and Brookside Learning Center at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council approval through November 16, 2018. **100% Cannon Capital Funds**

Funding is available as follows:

03-35-35-351510-31320000

RSA 12-A:29-B Cannon Capital Improvements

034-500162 Capital Projects

FY 2019

\$177,776

EXPLANATION

Royal Electric Company, Inc. (Royal Electric) is our preferred on-mountain, snowmaking system, and base area high voltage and fiber optic installation specialist, and is the recognized ski and recreation industry leading electrical and electromechanical contractor throughout northern New England. They've handled the overwhelming majority of Cannon's high voltage and infrastructure electrical work for over two decades, and they're the preferred private contractor of both our carrier (Eversource) and the NH Bureau of Public Works (BPW) approved electrical engineer utilized by Cannon (Lee Carroll Associates). For these reasons, approval of this sole source contract with Royal Electric is being sought.

The current communications and networking infrastructure at Cannon Mountain estimated to be at least 20 years old, is beyond its capabilities to support the increasing demands of our modernized sales system. A recent Payment Card Industry (PCI) compliance audit revealed that Cannon's Point of Sale (POS) network should be segmented from the rest of the business networking infrastructure. To accomplish this, a new fiber optic network will be installed among all needed locations in order to properly segment and update the POS environment. Additionally, this network infrastructure modernizes the capabilities of the data network, increasing speed and data processing efficiency which in turn will serve to improve the guest experience through greatly reduced wait times for admission and sales of goods and other services.

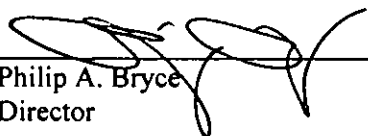
Royal Electric ran the new primary (base area) electrical backbone at Cannon in 2016, and also completed the primary (summit) connections several years earlier. When doing the new base area backbone, Royal Electric also ran backup conduit lines in anticipation of this (future) fiber optic project, and had also done Cannon's base area line drawing and infrastructure map for NH BPWs as a subcontractor for Lee Carroll Associates. When Cannon's

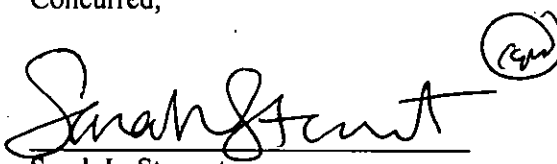
operations team met with the NH/DNCR OIT Manager and the representatives from NH DoIT about this project, it was very highly recommended by both agencies that due to Royal Electric's extensive background with Cannon's electrical and IT infrastructure, they be the sole contractor for this fiber optic installation.

The Attorney General's Office has reviewed and approved this contact as to form, substance and execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

SEP 28 2018



MEMO

TO: CHRISTOPHER MARINO, BUSINESS ADMINISTRATOR
FROM: JOHN DEVIVO, GENERAL MANAGER FNSP/CANNON MT
SUBJECT: SOLE SOURCE – ROYAL ELECTRIC
DATE: 9/25/2018

Royal Electric is our preferred on-mountain, snowmaking system, and base area high voltage and fiber optic installation specialist, and is the recognized ski & recreation industry leading electrical and electromechanical contractor throughout northern New England, with such clients based in NH, ME & VT. They've handled the overwhelming majority of Cannon's high voltage and infrastructure electrical work for over two decades, and they're the preferred private contractor of both our carrier (Eversource) and the NH BPW approved electrical engineer utilized by Cannon (Lee Carroll Associates).

Royal Electric ran the new primary (base area) electrical backbone at Cannon in 2016, having done the primary (summit) connections several years earlier. When doing the new base area backbone, Royal Electric also ran backup conduit lines in anticipation of this (future) fiber optic project, and had also done Cannon's base area line drawing and infrastructure map for NH Public Works as a subcontractor for Lee Carroll Associates. When Cannon's operations team met with the NH DNCR OIT Manager and the representatives from NH DoIT about this project, it was very highly recommended by both agencies that due to Royal Electric's extensive background with Cannon's electrical and IT infrastructure, they be sole sourced for this fiber optic installation.

Sole source requested via 100% Capital Funds.


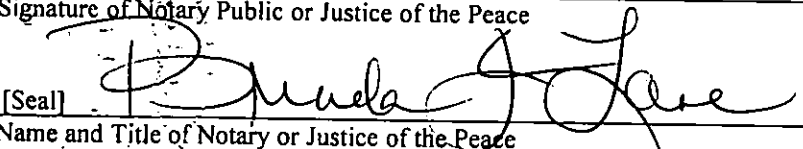
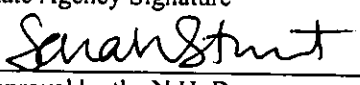
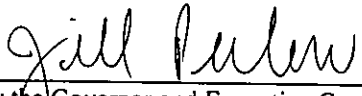
John DeVivo
Cannon M/FNSP

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name Royal Electric Co., Inc		1.4 Contractor Address 33 Central Street, Woodsville, NH 03785	
1.5 Contractor Phone Number 603-747-2722	1.6 Account Number 31320000-500162	1.7 Completion Date November 16, 2018	1.8 Price Limitation \$177,776.00
1.9 Contracting Officer for State Agency Sarah L. Stewart, Commissioner		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Roy, Project Manager	
1.13 Acknowledgement: State of New Hampshire County of <u>Grafton</u> On <u>September 20, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		BRENDA J. LANE Notary Public - New Hampshire My Commission Expires November 16, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Brenda J. Lane, Adm. Asst. / Notary Public			
1.14 State Agency Signature  Date: 10/2/18		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/2/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

FIBER PROJECT

EXHIBIT A

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with the labor, material and equipment required to provide a fiber backbone at Cannon Mountain to and from the Tram Valley Station, Park Headquarters (PHQ), the Notchview Lodge, the Peabody Lodge, and the Brookside Learning Center in Franconia NH. The Contractor requires receipt of, and the following scope of work:

- a) Tram Valley Station:
 - Provide excavation to complete the conduit from the last existing stub up location to the building;
 - Provide and install two (2) 3" conduits in the ditch;
 - Provide and install pulling pedestals in each stub up location from PHQ to the Tram Valley Station;
 - Supply and install a 24 strand single mode fiber from PHQ to the Tram Valley Station;
 - Route the cable through the building to a location in/or near the ticket room;
 - Cable to be run exposed in the building supported by bridal rinds or other approved methods;
 - Provide a cabinet, per Cannon specifications; for terminating and switching at that point;
 - Install terminations on all fiber and land them in the cabinet;
 - Test and provide a test report;
- b) Park Headquarters (PHQ):
 - Route two (2) fiber cables, Tram and Peabody, through the basement to a location near/ or in the existing server room;
 - Provide a cabinet for termination at that location deemed above;
 - Install termination on all fiber end and land them in the cabinet;
 - Test and provide a test report;
- c) Notchview Lodge:
 - Provide excavation to complete the conduit from the stub up location on Route 18 to Notchview Lodge;
 - Provide two (2) 3" conduits for Cannon Mountain and one dedicated 3" conduit for Consolidated Communications;
 - Provide and install a 2" EMT conduit through the Notchview Lodge to the existing network, switching location for Consolidated;
 - Provide and install pulling pedestals in each stub up location on the existing conduit run from PHQ to Route 118;
 - Supply and install a 24 strand single mode fiber from PHQ to Notchview Lodge;
 - Route the fiber through the Notchview Lodge to the existing network switching location;
 - Provide a cabinet, per Cannon specifications; near the second switching location for terminations;
 - Install terminations on all fiber at both cabinets and land them in the cabinet;
 - Test and provide a test report;
- d) Peabody Lodge:
 - Provide a 24 strand single mode fiber optic cable from the Notchview Lodge to the existing switch location in the Peabody Lodge;
 - Route fiber beneath the deck between the buildings;
 - Run interior fiber exposed, supported by bridal rings or other approved method;

- Provide a cabinet, per Cannon specifications, in the Peabody Lodge for terminating;
 - Install terminations on all fiber at both cabinets and land them in the cabinet;
 - Test and provide a test report;
- e) Brookside Learning Center:
- Provide a 24 strand single mode fiber optic cable from the Peabody Lodge Switch to the existing switch location in the Brookside Learning Center;
 - Route cable through an existing underground conduit;
 - Provide a cabinet, per Cannon specifications, at Brookside Learning Center for terminating;
 - Install terminations on all fiber at both cabinets and land them in the cabinet;
 - Test and provide a test report.

EXHIBIT B

Contract Price

Total contract shall not exceed:	\$177,776.00
Base Price:	\$169,310.00
5% Contingency:	\$ 8,466.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by Cannon's project manager.

Term

This contract shall commence upon approval from Governor and Executive Council with a completion date of November 16, 2018.

EXHIBIT C

There are no additional or special provisions in this contract.

State of New Hampshire

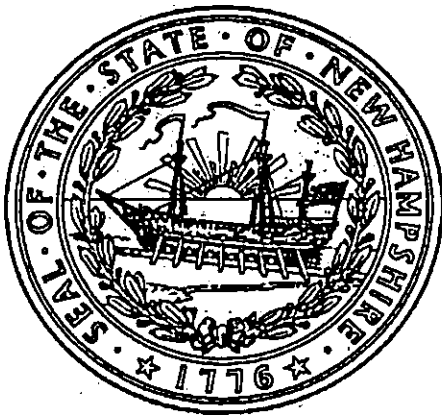
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROYAL ELECTRIC COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 24, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14777

Certificate Number : 0004187166



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Royal Electric Co., Inc.

Certificate of Vote

I, James A. Roy, hereby certify that I am duly elected President of Royal Electric Co., Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on September 20, 2018 at which quorum of the Board was present and voting.

VOTED:

To enter into a contract with the State of New Hampshire Department of Natural And Cultural Resources, to provide the State with the labor, material and equipment required to provide a fiber backbone at Cannon Mountain to and from the Tram Valley Station, Park Headquarters (PHQ), the Notchview Lodge; the Peabody Lodge and the Brookside Learning Center in Franconia, NH.

This authorizes Elie R. Roy, Project Manager of the Corporation to execute any documents which may, in his judgment, be desirable or necessary to affect the purpose of this vote.

Elie R. Roy, Project Manager

Vote: Yes ☒

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 20, 2018, and that Elie R. Roy is duly elected Project Manager, respectively, of this corporation.

Attest:

Date:

9/20/18

President

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Lynn Blanchard, CIC, CISR PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL: lblanchard@crossagency.com ADDRESS:	
INSURED Royal Electric Co., Inc. 33 Central Street Woodsville NH 03785		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America NAIC # 31534 INSURER B: Allmerica Financial Benefit 41840 INSURER C: Hanover Ins Co. 22292 INSURER D: AmGuard Ins Co. 42390 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 All lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ZBVD355061	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWVD355144	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
						Pollution Liability \$ Included	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	UHVD355062	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000	
						AGGREGATE \$ 10,000,000	
	DED					RETENTION \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ROWC916644 (3a.) CO ID MA ME MN MT NC NH NY PA UT VT All officers included	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of work: Provide a fiber backbone at Cannon Mtn to & from Tram Valley Station, Park Headquarters (PHQ), the Notchview Lodge; the Peabody Lodge & the Brookside Learning Center in Franconia, NH.

CERTIFICATE HOLDER**CANCELLATION**

State of NH
Dept of Natural & Cultural Resources
Division of Parks & Recreation
172 Pembroke Road
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Harrison, V.P./JSC

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